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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 MARK DAVID WALLIN,

16 Defendant.

No. CR 22-334-MEMF

PLEA AGREEMENT FOR DEFENDANT
MARK DAVID WALLIN

17
18 1. This constitutes the plea agreement between MARK DAVID
19 WALLIN ("defendant") and the United States Attorney's Office for the
20 Central District of California (the "USAO") in the above-captioned
21 case. This agreement is limited to the USAO and cannot bind any
22 other federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to counts 2 and 7 of
28 the indictment in United States v. Mark David Wallin, CR No. 22-334-

MEMF, which charges defendant with Production of Child Pornography and Enticement, in violation of 18 U.S.C. §§ 2251(a), (e) and 2242(b), respectively.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessments at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

h. Make restitution at or before the time of sentencing by delivering a certified check or money order to the Fiscal Clerk of the Court to be held until the date of sentencing and, thereafter, applied to satisfy defendant's restitution and/or fine balance.

i. Authorize the USAO to obtain a credit report immediately upon defendant's entry of a guilty plea.

j. Consent to the USAO inspecting and copying all of defendant's financial documents and financial information held by the United States Probation and Pretrial Services Office.

1 k. Complete the Financial Disclosure Statement on a form
2 provided by the USAO and, within 30 days of defendant's entry of a
3 guilty plea, deliver the signed and dated statement, along with all
4 of the documents requested therein, to the USAO by either email at
5 usacac.FinLit@usdoj.gov or mail to the USAO Financial Litigation
6 Section at 300 N. Los Angeles St., Suite 7516, Los Angeles, CA 90012.

7 l. Agree to and not oppose the imposition of a period of
8 supervised release of at least 30 years under the following
9 conditions of supervised release:

10 i. Defendant shall register as a sex offender, and
11 keep the registration current, in each jurisdiction where he resides,
12 where he is an employee, and where he is a student, to the extent the
13 registration procedures have been established in each jurisdiction.
14 When registering for the first time, defendant shall also register in
15 the jurisdiction in which the conviction occurred if different from
16 his jurisdiction of residence. Defendant shall provide proof of
17 registration to the Probation Officer within three days of placement
18 on probation/release from imprisonment.

19 ii. Defendant shall participate in a psychological
20 counseling and/or psychiatric treatment and/or a sex offender
21 treatment program, which may include inpatient treatment, upon order
22 of the Court, as approved and directed by the Probation Officer.
23 Defendant shall abide by all rules, requirements, and conditions of
24 such program, including submission to risk assessment evaluations and
25 physiological testing, such as polygraph and Abel testing. The
26 Probation Officer shall disclose the presentence report and/or any
27 previous mental health evaluations or reports to the treatment
28 provider.

1 iii. As directed by the Probation Officer, defendant
2 shall pay all or part of the costs of treating defendant's
3 psychological/psychiatric disorder(s) to the aftercare contractor
4 during the period of community supervision, pursuant to 18 U.S.C. §
5 3672. Defendant shall provide payment and proof of payment as
6 directed by the Probation Officer.

7 iv. Defendant shall not view or possess any
8 materials, including pictures, photographs, books, writings,
9 drawings, videos, or video games depicting and/or describing child
10 pornography, as defined at 18 U.S.C. § 2256(8), or sexually explicit
11 conduct, as defined at 18 U.S.C. § 2256(2). This condition does not
12 prohibit defendant from possessing materials solely because they are
13 necessary to, and used for, a collateral attack, nor does it prohibit
14 him/her from possessing materials prepared and used for the purposes
15 of his/her Court-mandated sex offender treatment, when defendant's
16 treatment provider or the probation officer has approved of his/her
17 possession of the materials in advance.

18 v. Defendant shall not associate or have verbal,
19 written, telephonic, or electronic communication with any person
20 under the age of 18, except: (a) in the presence of the parent or
21 legal guardian of said minor; and (b) on the condition that defendant
22 notify said parent or legal guardian of his/her conviction in the
23 instant offense/prior offense. This provision does not encompass
24 persons under the age of 18, such as waiters, cashiers, ticket
25 vendors, etc., whom defendant must interact with in order to obtain
26 ordinary and usual commercial services.

27 vi. Defendant shall not frequent, or loiter, within
28 100 feet of school yards, parks, public swimming pools, playgrounds,

1 youth centers, video arcade facilities, or other places primarily
2 used by persons under the age of 18.

3 vii. Defendant shall not affiliate with, own, control,
4 volunteer or be employed in any capacity by a business or
5 organization that causes him/her to regularly contact persons under
6 the age of 18.

7 viii. Defendant shall not affiliate with, own,
8 control, or be employed in any capacity by a business whose principal
9 product is the production or selling of materials depicting or
10 describing "sexually explicit conduct," as defined at 18 U.S.C. §
11 2256(2).

12 ix. Defendant shall not own, use or have access to
13 the services of any commercial mail-receiving agency, nor shall he
14 open or maintain a post office box, without the prior written
15 approval of the Probation Officer.

16 x. Defendant's employment shall be approved by the
17 Probation Officer, and any change in employment must be pre-approved
18 by the Probation Officer. Defendant shall submit the name and
19 address of the proposed employer to the Probation Officer at least
20 ten days prior to any scheduled change.

21 xi. Defendant shall not reside within direct view of
22 school yards, parks, public swimming pools, playgrounds, youth
23 centers, video arcade facilities, or other places primarily used by
24 persons under the age of 18. Defendant's residence shall be approved
25 by the Probation Officer, and any change in residence must be pre-
26 approved by the Probation Officer. Defendant shall submit the
27 address of the proposed residence to the Probation Officer at least
28 ten days prior to any scheduled move.

1 xii. Defendant shall possess and use only those
2 computers and computer-related devices, screen user names, passwords,
3 email accounts, and internet service providers (ISPs) that have been
4 disclosed to the Probation Officer upon commencement of supervision.
5 Any changes or additions are to be disclosed to the Probation Officer
6 prior to the first use. Computers and computer-related devices
7 include personal computers, personal data assistants (PDAs), internet
8 appliances, electronic games, cellular telephones, and digital
9 storage media, as well as their peripheral equipment, that can
10 access, or can be modified to access, the internet, electronic
11 bulletin boards, and other computers (collectively, "Digital
12 Devices").

13 xiii. All Digital Devices used by defendant shall
14 be subject to search and seizure. This shall not apply to items used
15 at the employment's site, which are maintained and monitored by the
16 employer.

17 xiv. Defendant shall possess and use only those
18 Internet Accounts that have been disclosed to, and approved by, the
19 United States Probation and Pretrial Services Office upon
20 commencement of supervision. Any changes or additions to Internet
21 Accounts are to be disclosed to, and approved by, the Probation
22 Officer prior to the first use of same. Disclosure shall include
23 both user names and passwords for all Digital Devices and Internet
24 Accounts. Internet Accounts include, but are not limited to, email
25 accounts, social media accounts, electronic bulletin boards, or other
26 account on the Internet.

27 xv. After the Probation Officer has given defendant
28 approval to use a particular Digital Device or Internet Account,

1 defendant need not notify the Probation Officer about subsequent use
2 of that particular Digital Device or Internet Account. Defendant
3 shall, however, notify his Probation Officer of any additions to,
4 removals from, or other modifications of the hardware or software on
5 any Digital Device or Internet Account that defendant causes to
6 occur, within one week of that addition, removal or modification.
7 The defendant shall not hide or encrypt files or data without
8 specific prior approval from the Probation Officer.

9 xvi. Defendant shall provide the Probation Officer
10 with all billing records for any service or good relating to any
11 Digital Device or Internet Account, including those for cellular
12 telephone, cable, Internet and satellite services, as requested by
13 the Probation Officer, so that the Probation Officer can verify
14 compliance with these requirements.

15 xvii. Defendant shall comply with the rules and
16 regulations of the Computer Monitoring Program. Defendant shall pay
17 the cost of the Computer Monitoring Program, in an amount not exceed
18 \$32 per month per device connected to the internet.

19 xviii. Defendant shall not possess, or attempt to
20 possess, any materials, whether in hard copy, digital, electronic, or
21 any other form, that depict sexually explicit and/or nude images of
22 children, including any victims of defendant's conduct (the
23 "Victims") and/or that contain personal identifying information,
24 including any access devices and bank/credit card account numbers, of
25 the Victims.

26 xix. Defendant shall not knowingly contact, or attempt
27 to contact, the Victims, or their families, including but not limited
28 to their parents, siblings, other relatives, any spouse or

1 significant other with whom victims may share an intimate
2 relationship, and any children of the Victims (all whether existing
3 now or during the pendency of any term of supervised release, and
4 collectively "the Victims' Families"), directly or indirectly by any
5 means, including but not limited to in person, by mail, telephone,
6 email, text message, or other electronic means, or through a third
7 party;

8 xx. Defendant shall not attempt to locate the Victims
9 or the Victims' Families, or attempt to obtain information concerning
10 the whereabouts, phone numbers, email addresses, or other personal
11 identifiers of the Victims or the Victims' Families;

12 xxi. Defendant shall submit his person, and any
13 property, house, residence, vehicle, papers, Digital Devices,
14 Internet Accounts, and effects to search at any time, with or without
15 warrant, by any law enforcement or Probation Officer with reasonable
16 suspicion concerning a violation of a condition of
17 probation/supervised release or unlawful conduct by defendant, and by
18 any Probation Officer in the lawful discharge of the officer's
19 supervision function.

20 m. Defendant further agrees:

21 i. To forfeit all right, title, and interest in and
22 to any and all monies, properties, and/or assets of any kind, derived
23 from or acquired as a result of, or used to facilitate the commission
24 of, or involved in the illegal activity to which defendant is
25 pleading guilty, including but not limited to the following items
26 seized by law enforcement on August 5, 2021:

27 (I) One Samsung Galaxy Note 3, SM-N900P, bearing
28 IMEI 990003529634228; and

1 (II) One Silver Toshiba Laptop Computer, Model
2 Satellite E45T-134300, bearing Serial Number XEO20333S.
3 "Forfeitable Assets").

4 ii. To the Court's entry of an order of forfeiture at
5 or before sentencing with respect to the Forfeitable Assets and to
6 the forfeiture of the assets.

7 iii. To take whatever steps are necessary to pass to
8 the United States clear title to the Forfeitable Assets, including,
9 without limitation, the execution of a consent decree of forfeiture
10 and the completing of any other legal documents required for the
11 transfer of title to the United States.

12 iv. Not to contest any administrative forfeiture
13 proceedings or civil judicial proceedings commenced against the
14 Forfeitable Assets. If defendant submitted a claim and/or petition
15 for remission for all or part of the Forfeitable Assets on behalf of
16 himself or any other individual or entity, defendant shall and hereby
17 does withdraw any such claims or petitions, and further agrees to
18 waive any right he may have to seek remission or mitigation of the
19 forfeiture of the Forfeitable Assets.

20 v. Not to assist any other individual in any effort
21 falsely to contest the forfeiture of the Forfeitable Assets.

22 vi. Not to claim that reasonable cause to seize the
23 Forfeitable Assets was lacking.

24 vii. To prevent the transfer, sale, destruction, or
25 loss of the Forfeitable Assets to the extent defendant has the
26 ability to do so.

1 viii. To fill out and deliver to the USAO a
2 completed financial statement listing defendant's assets on a form
3 provided by the USAO.

4 ix. That forfeiture of Forfeitable Assets shall not
5 be counted toward satisfaction of any special assessment, fine,
6 restitution, costs, or other penalty the Court may impose.

7 x. With respect to any criminal forfeiture ordered
8 as a result of this plea agreement, defendant waives: (1) the
9 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)
10 regarding notice of the forfeiture in the charging instrument,
11 announcements of the forfeiture sentencing, and incorporation of the
12 forfeiture in the judgment; (2) all constitutional and statutory
13 challenges to the forfeiture (including by direct appeal, habeas
14 corpus or any other means); and (3) all constitutional, legal, and
15 equitable defenses to the forfeiture of the Forfeitable Assets in any
16 proceeding on any grounds including, without limitation, that the
17 forfeiture constitutes an excessive fine or punishment. Defendant
18 acknowledges that the forfeiture of the Forfeitable Assets is part of
19 the sentence that may be imposed in this case and waives any failure
20 by the Court to advise defendant of this, pursuant to Federal Rule of
21 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
22 defendant's guilty plea.

23 THE USAO'S OBLIGATIONS

24 3. The USAO agrees to:

- 25 a. Not contest facts agreed to in this agreement.
26 b. Abide by all agreements regarding sentencing contained
27 in this agreement.
28

1 c. At the time of sentencing, move to dismiss the
2 remaining counts of the indictment as against defendant. Defendant
3 agrees, however, that at the time of sentencing the Court may
4 consider any dismissed charges in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed.

7 d. At the time of sentencing, provided that defendant
8 demonstrates an acceptance of responsibility for the offenses up to
9 and including the time of sentencing, recommend a two-level reduction
10 in the applicable Sentencing Guidelines offense level, pursuant to
11 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
12 additional one-level reduction if available under that section.

13 NATURE OF THE OFFENSES

14 4. Defendant understands that for defendant to be guilty of
15 the crime charged in count 2, that is, Production of Child
16 Pornography, in violation of Title 18, United States Code, Sections
17 2251(a), (e), the following must be true: (1) At the time of the
18 offense, the victim was under the age of 18 years; (2) Defendant
19 employed, used, persuaded, induced, enticed, or coerced the victim to
20 take part in sexually explicit conduct for the purpose of producing a
21 visual depiction of such conduct; and (3) The visual depiction was
22 produced using materials that had been mailed, shipped, or
23 transported across state lines or in foreign commerce OR the visual
24 depiction was mailed or actually transported across state lines or in
25 foreign commerce OR the visual depiction affected interstate
26 commerce.

27 5. Defendant understands that for defendant to be guilty of
28 the crime charged in count 7, that is, Enticement, in violation of

1 Title 18, United States Code, Sections 2422(b), the following must be
2 true: (1) First, defendant used or attempted to use a means or
3 facility of interstate or foreign commerce to knowingly persuade,
4 induce, entice, or coerce an individual to engage in any sexual
5 activity for which someone could be charged with an offense, here,
6 the production of child pornography, as defined in section 2256(8)
7 or engaging in lewd and lascivious acts with a minor under 14 years
8 old, in violation of California Penal Code Section 288(a); and (2)
9 Second, the individual the defendant persuaded, induced, enticed, or
10 coerced was under the age of 18.

11 PENALTIES AND RESTITUTION

12 6. Defendant understands that the statutory maximum sentence
13 that the Court can impose for a violation of Title 18, United States
14 Code, Sections 2251(a), (e), is: 30 years imprisonment; a lifetime
15 period of supervised release; a fine of \$250,000 or twice the gross
16 gain or gross loss resulting from the offense, whichever is greatest;
17 and a mandatory special assessment of \$100.

18 7. Defendant understands that the statutory minimum sentence
19 that the Court can impose for a violation of Title 18, United States
20 Code, Sections 2251(a), (e), is: 15 years imprisonment; a five-year
21 period of supervised release; and a mandatory special assessment of
22 \$100.

23 8. Defendant understands that the statutory maximum sentence
24 that the Court can impose for a violation of Title 18, United States
25 Code, Section 2242(b), is: life imprisonment; a lifetime period of
26 supervised release; a fine of \$250,000 or twice the gross gain or
27 gross loss resulting from the offense, whichever is greatest; and a
28 mandatory special assessment of \$100.

1 9. Defendant understands that the statutory minimum sentence
2 that the Court can impose for a violation of Title 18, United States
3 Code, Section 2242(b), is: 10 years imprisonment; a five-year period
4 of supervised release; and a mandatory special assessment of \$100.

5 10. Defendant understands, therefore, that the total maximum
6 sentence for all offenses to which defendant is pleading guilty is:
7 life imprisonment; a lifetime period of supervised release; a fine of
8 \$500,000 or twice the gross gain or gross loss resulting from the
9 offenses, whichever is greatest; and a mandatory special assessment
10 of \$200.

11 11. Defendant understands that, pursuant to the Justice for
12 Victims of Trafficking Act of 2015, the Court shall impose an
13 additional \$5,000 special assessment if the Court concludes that
14 defendant is a non-indigent person, to be paid after defendant's
15 other financial obligations have been satisfied.

16 12. Defendant understands that, pursuant to 18 U.S.C. § 2259A,
17 the Court may impose an additional special assessment of up to
18 \$17,000.

19 13. Defendant understands that defendant will be required to
20 pay full restitution to the victims of the offenses to which
21 defendant is pleading guilty. Defendant agrees that, in return for
22 the USAO's compliance with its obligations under this agreement, the
23 Court may order restitution to persons other than the victim(s) of
24 the offenses to which defendant is pleading guilty and in amounts
25 greater than those alleged in the counts to which defendant is
26 pleading guilty. In particular, defendant agrees that the Court may
27 order restitution to any victim of any of the following for any
28 losses suffered by that victim as a result: (a) any relevant conduct,

1 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
2 which defendant is pleading guilty; and (b) any counts dismissed and
3 charges not prosecuted pursuant to this agreement as well as all
4 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
5 those counts and charges. The parties currently believe that the
6 applicable amount of restitution is approximately \$100,000, but
7 recognize and agree that this amount could change based on facts that
8 come to the attention of the parties prior to sentencing.

9 14. Defendant agrees that any and all fines and/or restitution
10 ordered by the Court will be due immediately. The government is not
11 precluded from pursuing, in excess of any payment schedule set by the
12 Court, any and all available remedies by which to satisfy defendant's
13 payment of the full financial obligation, including referral to the
14 Treasury Offset Program.

15 15. Defendant understands that supervised release is a period
16 of time following imprisonment during which defendant will be subject
17 to various restrictions and requirements. Defendant understands that
18 if defendant violates one or more of the conditions of any supervised
19 release imposed, defendant may be returned to prison for all or part
20 of the term of supervised release authorized by statute for the
21 offense that resulted in the term of supervised release, which could
22 result in defendant serving a total term of imprisonment greater than
23 the statutory maximum stated above.

24 16. Defendant understands that as a condition of supervised
25 release, under Title 18, United States Code, Section 3583(d),
26 defendant will be required to register as a sex offender. Defendant
27 understands that independent of supervised release, he will be
28 subject to federal and state registration requirements, for a

1 possible maximum term of registration up to and including life.
2 Defendant further understands that, under Title 18, United States
3 Code, Section 4042(c), notice will be provided to certain law
4 enforcement agencies upon his release from confinement following
5 conviction.

6 17. Defendant understands that, by pleading guilty, defendant
7 may be giving up valuable government benefits and valuable civic
8 rights, such as the right to vote, the right to possess a firearm,
9 the right to hold office, and the right to serve on a jury. Defendant
10 understands that he is pleading guilty to a felony and that it is a
11 federal crime for a convicted felon to possess a firearm or
12 ammunition. Defendant understands that the convictions in this case
13 may also subject defendant to various other collateral consequences,
14 including but not limited to revocation of probation, parole, or
15 supervised release in another case and suspension or revocation of a
16 professional license. Defendant understands that unanticipated
17 collateral consequences will not serve as grounds to withdraw
18 defendant's guilty pleas.

19 18. Defendant understands that, if defendant is not a United
20 States citizen, the felony convictions in this case may subject
21 defendant to: removal, also known as deportation, which may, under
22 some circumstances, be mandatory; denial of citizenship; and denial
23 of admission to the United States in the future. The Court cannot,
24 and defendant's attorney also may not be able to, advise defendant
25 fully regarding the immigration consequences of the felony
26 convictions in this case. Defendant understands that unexpected
27 immigration consequences will not serve as grounds to withdraw
28 defendant's guilty pleas.

1 FACTUAL BASIS

2 19. Defendant admits that defendant is, in fact, guilty of the
3 offenses to which defendant is agreeing to plead guilty. Defendant
4 and the USAO agree to the statement of facts provided below and agree
5 that this statement of facts is sufficient to support pleas of guilty
6 to the charges described in this agreement and to establish the
7 Sentencing Guidelines factors set forth in paragraph 21 below but is
8 not meant to be a complete recitation of all facts relevant to the
9 underlying criminal conduct or all facts known to either party that
10 relate to that conduct.

11 Over the course of several years, beginning as early as 2019 and
12 continuing through August 2021, defendant engaged in a pattern of
13 conduct wherein he would use Internet websites and applications to
14 "meet" pre-teen and teenaged girls and boys. Defendant would develop
15 romantic relationships with children over the Internet, with the
16 intent to obtain sexually explicit images and videos from the
17 children, or to have them engage in sexually explicit conduct via
18 video-chat, allowing defendant to take "screen shot" images and
19 videos. After receiving sexually explicit content from his victims,
20 defendant would demand additional sexually explicit images and
21 videos.

22 CONDUCT SPECIFIC TO COUNTS TWO AND SEVEN

23 From on or about February 11 through March 24, 2020, as
24 described in Counts Two and Seven of the Indictment, when Victim 3
25 was approximately 9-to-10 years old, defendant knowingly employed,
26 used, persuaded, induced, enticed, and coerced Victim 3 to engage in
27 sexually explicit conduct to be displayed to defendant via Snapchat
28 for the purpose of producing a visual depiction of that conduct. As

1 one example, defendant created a video titled, "20200213_200038.mp4,"
2 which is a screenshot video of a video in which Victim 3 was nude and
3 masturbating.

4 **ADDITIONAL RELEVANT CONDUCT - PRODUCTION OF CHILD PORNOGRAPHY**

5 Defendant also knowingly employed, used, persuaded, induced,
6 enticed, or coerced the following additional victims to engage in
7 sexually explicit conduct for the purpose of producing a visual
8 depiction of that conduct:

9 Victim 1

10 Between on or about April 22 and 27, 2020, defendant knowingly
11 caused Victim 1 to create or participate in the creation of multiple
12 files of child pornography, including an image of herself
13 masturbating titled "0000004_Carved.jpg." At that time, Victim 1 was
14 approximately 12 years old.

15 Victim 2

16 On or about May 19, 2020, defendant knowingly caused Victim 4 to
17 create or participate in the creation of multiple files of child
18 pornography, including a video of himself masturbating titled
19 "20200519_205135.mp44." At that time, Victim 2 was approximately 16
20 years old.

21 Victim 4

22 On or about August 23, 2019, defendant knowingly caused Victim 4
23 to create or participate in the creation of multiple files of child
24 pornography, including images/videos involving BDSM, and including a
25 video of herself masturbating titled "20190823_203617.mp4." At that
26 time, Victim 5 was approximately 15 years old.

27 Victim 9

28 Between on or about July 31 and October 16, 2020, defendant

1 knowingly caused Victim 9 to create or participate in the creation of
2 multiple files of child pornography, including images/videos
3 involving BDSM, and including a video of herself masturbating titled
4 "20200801_004749.mp4." At that time, Victim 9 was approximately 12
5 years old.

6 Unidentified Victims

7 Between August 2019 and August 2021, defendant knowingly caused
8 numerous unidentified victims to engage in sexually explicit conduct
9 for the purpose of creating child pornography, which defendant
10 captured via screenshot or video recording.

11 **ADDITIONAL RELEVANT CONDUCT - POSSESSION OF CHILD PORNOGRAPHY**

12 On or about August 5, 2021, defendant possessed approximately
13 200 videos of child pornography on the Samsung Galaxy Note 3.

14 **ALL ACTS**

15 Defendant admits that each of the images and videos described
16 above is child pornography as defined by Title 18, United States
17 Code, Section 2256(8) (A).

18 With respect to each of the images and videos described above,
19 defendant admits that he received and/or stored them on digital
20 devices that had been mailed, shipped, or transported across state
21 lines or in foreign commerce.

22 With respect to each of the victims described above, defendant
23 admits that he knew that they were minors at the time that he
24 interacted with them.

25 Defendant admits that all of the communications and distribution
26 of child pornography described above took place over an electronic
27 communication system or other facility of interstate or foreign
28 commerce.

1 Defendant admits that all of his conduct described above
 2 occurred in Los Angeles County, which is located in the Central
 3 District of California.

4 SENTENCING FACTORS

5 20. Defendant understands that in determining defendant's
 6 sentence the Court is required to calculate the applicable Sentencing
 7 Guidelines range and to consider that range, possible departures
 8 under the Sentencing Guidelines, and the other sentencing factors set
 9 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 10 Sentencing Guidelines are advisory only, that defendant cannot have
 11 any expectation of receiving a sentence within the calculated
 12 Sentencing Guidelines range, and that after considering the
 13 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 14 be free to exercise its discretion to impose any sentence it finds
 15 appropriate between the mandatory minimum and the maximum set by
 16 statute for the crimes of conviction.

17 21. Defendant and the USAO agree to the following applicable
 18 Sentencing Guidelines factors:

19 Base Offense Level:	32	U.S.S.G. § 2G2.1(a)
20 Minor < 12 Years Old	+4	U.S.S.G. § 2G2.1(b) (1) (A)
21 Commission of Sex Act	+2	U.S.S.G. § 2G2.1(b) (2) (A)
22 Use of a Computer	+2	U.S.S.G. § 2G2.1(b) (6) (B) (ii)

23 Defendant and the USAO reserve the right to argue that additional
 24 specific offense characteristics, adjustments, and departures under
 25 the Sentencing Guidelines are appropriate.

26 22. Defendant understands that there is no agreement as to
 27 defendant's criminal history or criminal history category.

1 23. Defendant and the USAO reserve the right to argue for a
2 sentence outside the sentencing range established by the Sentencing
3 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
4 (a)(2), (a)(3), (a)(6), and (a)(7).

5 WAIVER OF CONSTITUTIONAL RIGHTS

6 24. Defendant understands that by pleading guilty, defendant
7 gives up the following rights:

8 a. The right to persist in a plea of not guilty.

9 b. The right to a speedy and public trial by jury.

10 c. The right to be represented by counsel -- and if
11 necessary have the Court appoint counsel -- at trial. Defendant
12 understands, however, that, defendant retains the right to be
13 represented by counsel -- and if necessary have the Court appoint
14 counsel -- at every other stage of the proceeding.

15 d. The right to be presumed innocent and to have the
16 burden of proof placed on the government to prove defendant guilty
17 beyond a reasonable doubt.

18 e. The right to confront and cross-examine witnesses
19 against defendant.

20 f. The right to testify and to present evidence in
21 opposition to the charges, including the right to compel the
22 attendance of witnesses to testify.

23 g. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,
27 Fourth Amendment or Fifth Amendment claims, and other pretrial
28 motions that have been filed or could be filed.

1 WAIVER OF RETURN OF DIGITAL DATA

2 25. Understanding that the government has in its possession
3 digital devices and/or digital media seized from defendant, defendant
4 waives any right to the return of digital data contained on those
5 digital devices and/or digital media and agrees that if any of these
6 digital devices and/or digital media are returned to defendant, the
7 government may delete all digital data from those digital devices
8 and/or digital media before they are returned to defendant.

9 WAIVER OF APPEAL OF CONVICTION

10 26. Defendant understands that, with the exception of an appeal
11 based on a claim that defendant's guilty pleas were involuntary, by
12 pleading guilty defendant is waiving and giving up any right to
13 appeal defendant's convictions on the offenses to which defendant is
14 pleading guilty. Defendant understands that this waiver includes,
15 but is not limited to, arguments that the statutes to which defendant
16 is pleading guilty are unconstitutional, and any and all claims that
17 the statement of facts provided herein is insufficient to support
18 defendant's pleas of guilty.

19 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

20 27. Defendant agrees that, provided the Court imposes a total
21 term of imprisonment on all counts of conviction of no more than the
22 high end of the applicable sentencing guidelines range determined by
23 defendant's total offense level and the criminal history category
24 calculated by the Court, defendant gives up the right to appeal all
25 of the following: (a) the procedures and calculations used to
26 determine and impose any portion of the sentence; (b) the term of
27 imprisonment imposed by the Court; (c) the fine imposed by the Court,
28 provided it is within the statutory maximum; (d) to the extent

1 permitted by law, the constitutionality or legality of defendant's
2 sentence, provided it is within the statutory maximum; (e) the amount
3 and terms of any restitution order, provided it requires payment of
4 no more than \$250,000; (f) the term of probation or supervised
5 release imposed by the Court, provided it is within the statutory
6 maximum; and (g) any of the following conditions of probation or
7 supervised release imposed by the Court: the conditions set forth in
8 Second Amended General Order 20-04 of this Court; the drug testing
9 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the
10 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);
11 and any conditions of probation or supervised release agreed to by
12 defendant in paragraph 2 above.

13 28. The USAO agrees that, provided (a) all portions of the
14 sentence are at or above the statutory minimum and at or below the
15 statutory maximum specified above and (b) the Court imposes a term of
16 imprisonment of no less than the low end of the guidelines range
17 applicable to the total offense level and the criminal history
18 category calculated by the Court, the USAO gives up its right to
19 appeal any portion of the sentence, with the exception that the USAO
20 reserves the right to appeal the amount of restitution ordered if
21 that amount is less than \$100,000.

22 WAIVER OF APPEAL AND COLLATERAL ATTACK

23 29. Defendant gives up the right to appeal all of the
24 following: (a) the procedures and calculations used to determine and
25 impose any portion of the sentence; (b) the term of imprisonment
26 imposed by the Court, including, to the extent permitted by law, the
27 constitutionality or legality of defendant's sentence, provided it is
28 within the statutory maximum; (c) the fine imposed by the Court,

1 provided it is within the statutory maximum; (d) the amount and terms
2 of any restitution order, provided it requires payment of no more
3 than \$250,000; (e) the term of probation or supervised release
4 imposed by the Court, provided it is within the statutory maximum;
5 and (f) any of the following conditions of probation or supervised
6 release imposed by the Court: the conditions set forth in Second
7 Amended General Order 20-04 of this Court; the drug testing
8 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the
9 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);
10 and any conditions of probation or supervised release agreed to by
11 defendant in paragraph 2 above.

12 30. Defendant also gives up any right to bring a post-
13 conviction collateral attack on the convictions or sentence,
14 including any order of restitution, except a post-conviction
15 collateral attack based on a claim of ineffective assistance of
16 counsel, a claim of newly discovered evidence, or an explicitly
17 retroactive change in the applicable Sentencing Guidelines,
18 sentencing statutes, or statutes of conviction. Defendant
19 understands that this waiver includes, but is not limited to,
20 arguments that the statutes to which defendant is pleading guilty are
21 unconstitutional, and any and all claims that the statement of facts
22 provided herein is insufficient to support defendant's pleas of
23 guilty.

24 31. This agreement does not affect in any way the right of the
25 USAO to appeal the sentence imposed by the Court.

26 RESULT OF WITHDRAWAL OF GUILTY PLEA

27 32. Defendant agrees that if, after entering guilty pleas
28 pursuant to this agreement, defendant seeks to withdraw and succeeds

1 in withdrawing defendant's guilty pleas on any basis other than a
2 claim and finding that entry into this plea agreement was
3 involuntary, then (a) the USAO will be relieved of all of its
4 obligations under this agreement; and (b) should the USAO choose to
5 pursue any charge that was either dismissed or not filed as a result
6 of this agreement, then (i) any applicable statute of limitations
7 will be tolled between the date of defendant's signing of this
8 agreement and the filing commencing any such action; and
9 (ii) defendant waives and gives up all defenses based on the statute
10 of limitations, any claim of pre-indictment delay, or any speedy
11 trial claim with respect to any such action, except to the extent
12 that such defenses existed as of the date of defendant's signing this
13 agreement.

14 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

15 33. Defendant agrees that if any count of conviction is
16 vacated, reversed, or set aside, or any enhancement imposed by the
17 Court to which the parties stipulated in this agreement is vacated or
18 set aside, the USAO may: (a) ask the Court to resentence defendant on
19 any remaining counts of conviction, with both the USAO and defendant
20 being released from any stipulations regarding sentencing contained
21 in this agreement, (b) ask the Court to void the entire plea
22 agreement and vacate defendant's guilty pleas on any remaining counts
23 of conviction, with both the USAO and defendant being released from
24 all their obligations under this agreement, or (c) leave defendant's
25 remaining convictions, sentence, and plea agreement intact.
26 Defendant agrees that the choice among these three options rests in
27 the exclusive discretion of the USAO.

1 EFFECTIVE DATE OF AGREEMENT

2 34. This agreement is effective upon signature and execution of
3 all required certifications by defendant, defendant's counsel, and an
4 Assistant United States Attorney.

5 BREACH OF AGREEMENT

6 35. Defendant agrees that if defendant, at any time after the
7 signature of this agreement and execution of all required
8 certifications by defendant, defendant's counsel, and an Assistant
9 United States Attorney, knowingly violates or fails to perform any of
10 defendant's obligations under this agreement ("a breach"), the USAO
11 may declare this agreement breached. All of defendant's obligations
12 are material, a single breach of this agreement is sufficient for the
13 USAO to declare a breach, and defendant shall not be deemed to have
14 cured a breach without the express agreement of the USAO in writing.
15 If the USAO declares this agreement breached, and the Court finds
16 such a breach to have occurred, then: (a) if defendant has previously
17 entered guilty pleas pursuant to this agreement, defendant will not
18 be able to withdraw the guilty pleas, and (b) the USAO will be
19 relieved of all its obligations under this agreement.

20 36. Following the Court's finding of a knowing breach of this
21 agreement by defendant, should the USAO choose to pursue any charge
22 that was either dismissed or not filed as a result of this agreement,
23 then:

24 a. Defendant agrees that any applicable statute of
25 limitations is tolled between the date of defendant's signing of this
26 agreement and the filing commencing any such action.

27 b. Defendant waives and gives up all defenses based on
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the
2 extent that such defenses existed as of the date of defendant's
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by
5 defendant, under oath, at the guilty plea hearing (if such a hearing
6 occurred prior to the breach); (ii) the agreed to factual basis
7 statement in this agreement; and (iii) any evidence derived from such
8 statements, shall be admissible against defendant in any such action
9 against defendant, and defendant waives and gives up any claim under
10 the United States Constitution, any statute, Rule 410 of the Federal
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
12 Procedure, or any other federal rule, that the statements or any
13 evidence derived from the statements should be suppressed or are
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 37. Defendant understands that the Court and the United States
18 Probation and Pretrial Services Office are not parties to this
19 agreement and need not accept any of the USAO's sentencing
20 recommendations or the parties' agreements to facts or sentencing
21 factors.

22 38. Defendant understands that both defendant and the USAO are
23 free to: (a) supplement the facts by supplying relevant information
24 to the United States Probation and Pretrial Services Office and the
25 Court, (b) correct any and all factual misstatements relating to the
26 Court's Sentencing Guidelines calculations and determination of
27 sentence, and (c) argue on appeal and collateral review that the
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to
2 maintain its view that the calculations in paragraph 21 are
3 consistent with the facts of this case. While this paragraph permits
4 both the USAO and defendant to submit full and complete factual
5 information to the United States Probation and Pretrial Services
6 Office and the Court, even if that factual information may be viewed
7 as inconsistent with the facts agreed to in this agreement, this
8 paragraph does not affect defendant's and the USAO's obligations not
9 to contest the facts agreed to in this agreement.

10 39. Defendant understands that even if the Court ignores any
11 sentencing recommendation, finds facts or reaches conclusions
12 different from those agreed to, and/or imposes any sentence up to the
13 maximum established by statute, defendant cannot, for that reason,
14 withdraw defendant's guilty pleas, and defendant will remain bound to
15 fulfill all defendant's obligations under this agreement. Defendant
16 understands that no one -- not the prosecutor, defendant's attorney,
17 or the Court -- can make a binding prediction or promise regarding
18 the sentence defendant will receive, except that it will be between
19 the statutory mandatory minimum and the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 40. Defendant understands that, except as set forth herein,
22 there are no promises, understandings, or agreements between the USAO
23 and defendant or defendant's attorney, and that no additional
24 promise, understanding, or agreement may be entered into unless in a
25 writing signed by all parties or on the record in court.
26
27
28

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

41. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Damaris Diaz

12.09.22

DAMARIS DIAZ
Assistant United States Attorney

Date

Mark David Wallin
MARK DAVID WALLIN
Defendant

12/18/22
Date

Michael G. Freedman
MICHAEL G. FREEDMAN
Attorney for Defendant
MARK DAVID WALLIN

12/14/22
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or

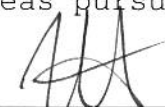
1 representations of any kind have been made to me other than those
 2 contained in this agreement. No one has threatened or forced me in
 3 any way to enter into this agreement. I am satisfied with the
 4 representation of my attorney in this matter, and I am pleading
 5 guilty because I am guilty of the charges and wish to take advantage
 6 of the promises set forth in this agreement, and not for any other
 7 reason.

8 
 9 MARK DAVID WALLIN
 10 Defendant


 Date

11 CERTIFICATION OF DEFENDANT'S ATTORNEY

12 I am MARK DAVID WALLIN's attorney. I have carefully and
 13 thoroughly discussed every part of this agreement with my client.
 14 Further, I have fully advised my client of his rights, of possible
 15 pretrial motions that might be filed, of possible defenses that might
 16 be asserted either prior to or at trial, of the sentencing factors
 17 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 18 provisions, and of the consequences of entering into this agreement.
 19 To my knowledge: no promises, inducements, or representations of any
 20 kind have been made to my client other than those contained in this
 21 agreement; no one has threatened or forced my client in any way to
 22 enter into this agreement; my client's decision to enter into this
 23 agreement is an informed and voluntary one; and the factual basis set
 24 forth in this agreement is sufficient to support my client's entry of
 25 guilty pleas pursuant to this agreement.

26 
 27 MICHAEL G. FREEDMAN
 28 Attorney for Defendant
 MARK DAVID WALLIN


 Date